

REMARKS/ARGUMENTS

Favorable reconsideration of this application, as presently amended and in light of the following discussion, is respectfully requested.

Claims 1-6 and 8-18 are currently pending, Claims 1, 13, and 18 having been amended, and Claim 7 having been canceled without prejudice or disclaimer. The changes and additions to the claims do not add new matter and are supported by the originally filed specification, for example, in original Claims 7, 13, and 18; and page 19, line 12 to page 20, line 5; and Fig. 3.

In the outstanding Office Action, Claims 1-18 were rejected under 35 U.S.C. §103(a) as being unpatentable over Lee (U.S. Pub. No. 2002/0080827) in view of Candelore (U.S. Pub No. 2005/0169473).

With respect to the rejection of Claim 1 under 35 U.S.C. §103(a), Applicants respectfully submit that the amendment to Claim 1 overcomes this ground of rejection.

Amended Claim 1 recites, *inter alia*,

a packet determination part which determines whether the received packet requests agreement with the counterpart apparatus on cryptographic communication channel information for establishing a packet communication channel between the counterpart apparatus and the terminal; and

a cryptographic communication channel information agreement part which, if the packet determination part determines that the received packet requests the agreement, makes the agreement and stores the agreed cryptographic communication channel information in said cryptographic communication channel information storage part,

wherein the packet cryptographic processing proxy apparatus is connected between the Internet and the terminal and has no IP address.

Applicants respectfully submit that Lee and Candelore fail to disclose or suggest at least these features of amended Claim 1.

Lee is directed towards a buried data stream in a wireless home network. Figure 2 of Lee shows a gateway 100 that provides access to the Internet 10, external television and radio sources 12 to various appliances 180-188 in a house 20 (see para. [0045] of Lee). Gateway 100 includes a wireless transceiver 170 for transmitting data to appliances 180-188 (see para. [0057]). Gateway 100 also includes encryption/decryption unit 160 for encrypting data that is transmitted wirelessly to the appliances 180-188 and for decrypting data received from appliances 180-188.

The Office Action acknowledges that Lee fails to disclose or suggest “a packet determination part which determines from the received packet whether or not to agree with the counterpart apparatus on cryptographic communication channel information for establishing a packet communication channel between the counterpart apparatus and the terminal; and a cryptographic communication channel information agreement part which, if the packet determination part determines necessity of agreement, makes the agreement and stores the agreed cryptographic communication channel information in said cryptographic communication channel information storage part,” as defined by previously presented Claim 1. (See Office Action, at pages 4-5).

Accordingly, Applicants respectfully submit that Lee also fails to disclose or suggest “a packet determination part which determines whether the received packet requests agreement with the counterpart apparatus on cryptographic communication channel information for establishing a packet communication channel between the counterpart apparatus and the terminal; and a cryptographic communication channel information agreement part which, if the packet determination part determines that the received packet requests the agreement, makes the agreement and stores the agreed cryptographic communication channel information in said cryptographic communication channel information storage part,” as defined by amended Claim 1.

Furthermore, amended Claim 1 recites “wherein the packet cryptographic processing proxy apparatus is connected between the Internet and the terminal and has no IP address.”

The Office Action takes the position that gateway 100 of Lee corresponds to the claimed “cryptographic processing proxy apparatus.” However, Lee describes that “gateway 100 functions to provide access to the Internet 10 and external television and radio sources 12 to various appliances 180-188” (see para. [0046]). Lee also describes that “the intelligence section 140 supports multiple protocols at the MAC layer including video, DVD, *IP*, Ethernet, networking and Bluetooth protocols. This allows a wide variety of appliances 180-188 and other computing devices to be used with gateway 100.” (See para. [0053]). Applicants submit that it is well-known in the art that an Internet gateway having the functionality of the gateway 100 described in Lee must have an IP address.

Therefore, Applicants respectfully submit that Lee also fails to disclose or suggest “wherein *the packet cryptographic processing proxy apparatus* is connected between the Internet and the terminal and *has no IP address*,” as defined by amended Claim 1.

The Office Action relies on Candelore to remedy the deficiencies of Lee with regard to Claim 1.

Candelore is directed towards a method of encrypting a digital television signal. Figure 2 of Candelore shows a set-top box (36 or 136) and Figure 6 shows a gateway set-top box (STB) 400. The set-top box decrypts encrypted content from a content provider and provides it for various appliances in a home network (see para. [0032]). Candelore describes that there can be different types of DRM systems, such as a CA system A or DRM system B, and the set-top box may be compliant with one of those systems (see para. [0054]-[0055]). Candelore describes that a set-top box compliant with system B receives a packet and determines if the packet is clear (unencrypted), encrypted under system A, or encrypted under system B. If the packet is clear it is passed directly to a decoder. If it is encrypted under

system A (EA) then it is dropped. If it is encrypted under system B (EB) then it is decrypted. (See para. [0055]).

The Office Action takes the position that Candelore's description of a set-top box compliant with DRM system B discussed above corresponds to "a packet determination part which determines from the received packet whether or not to agree with the counterpart apparatus on cryptographic communication channel information for establishing a packet communication channel between the counterpart apparatus and the terminal." (See Office Action at page 7, citing Figure 5 and para. [0055] of Candelore).

In the response to the Office Action filed on October 10, 2008, Applicants presented that Candelore only describes determining whether the packet is clear, encrypted under CA system A or encrypted under DRM system B. In other words, Candelore describes determining whether a packet is unencrypted or encrypted by a specific system. At no point in this process does the set-top box determine "whether or not to agree with the counterpart apparatus on cryptographic communication channel information for establishing a packet communication channel between the counterpart apparatus and the terminal," as defined in previously presented Claim 1. In other words, Candelore is just analyzing packets to determine if they should be bypassed, decrypted, or dropped, but this example does not describe that a determination on agreeing with a counterpart apparatus is ever made. On the contrary, in Candelore, no determination on agreement by the set-top box would even be necessary because the set-top box is already considered compliant with a particular system such as DRM system B.

In response to this argument, The Advisory Action of October 23, 2008 stated the following:

"As noted by the Applicant the cited section discloses a set-top box receiving ECM messages and decryption keys. The Examiner holds that this serves as an indication of the necessity of agreement. As reference

states, the decryption keys are applied to the encrypted content, therefore some type of agreement must exist for the appropriate set top box to receive the appropriate key. This is further expanded upon in the references statement that the unencrypted data is allowed to pass freely through the set-top box. Therefore, the prior art reference implicitly discloses determining the necessity of an agreement and the rejection is proper.” (See Advisory Action, page 2).

Therefore, the examiner is stating it is implicit in Candelore that an agreement must have taken place at some point if the set top box is going to decrypt encrypted content from the content provider.

However, even if such an agreement is implicit in Candelore, Candelore does not provide details on when or how such an agreement takes place. Thus, Candelore does not disclose that there is a packet sent from the content provider to the set top box which requests agreement with the set-top box, and that the set top box makes the agreement and stores the agreed cryptographic communication channel information if it is determined that such a request is made in the received packet.

Therefore, Applicants respectfully submit that Candelore fails to disclose or suggest “a packet determination part which determines *whether the received packet requests agreement with the counterpart apparatus on cryptographic communication channel information* for establishing a packet communication channel between the counterpart apparatus and the terminal; and a cryptographic communication channel information agreement part which, *if the packet determination part determines that the received packet requests the agreement, makes the agreement* and stores the agreed cryptographic communication channel information in said cryptographic communication channel information storage part,” as defined by amended Claim 1.

Additionally, Candelore describes a set-top box which receives content from a content provider. However, the set-top box is not described in Candelore as being connected between the Internet and the terminal.

Therefore, Applicants respectfully submit that Candelore also fails to disclose or suggest “wherein *the packet cryptographic processing proxy apparatus is connected between the Internet and the terminal* and has no IP address,” as defined by amended Claim 1.

Therefore, Applicants submit that Candelore fails to remedy the deficiencies of Lee with regard to amended Claim 1. Thus, Applicants respectfully submit that amended Claim 1 (and all associated dependent claims) patentably distinguishes over Lee and Candelore, either alone or in proper combination.

Amended independent Claims 13 and 18 recite features similar to those of Claim 1 which were discussed above. Therefore, Applicants respectfully submit that Claims 13 and 18 (and all associated dependent claims) patentably distinguish over Lee and Candelore, either alone or in proper combination.

Consequently, in light of the above discussion and in view of the present amendments, the outstanding grounds for rejection are believed to have been overcome. The present application is believed to be in condition for formal allowance. An early and favorable action to that effect is respectfully requested.

Respectfully submitted,

OBLON, SPIVAK, McCLELLAND,
MAIER & NEUSTADT, P.C.



James J. Kulbaski
Attorney of Record
Registration No. 34,648

Customer Number
22850

Tel: (703) 413-3000
Fax: (703) 413 -2220
(OSMMN 08/07)

Sameer Gokhale
Registration No. 62,618